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DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

INGERSOLL v. POND.

March 12, 1908.

[60 S. E. 738.]

1. Gifts—Inter Vivos—Delivery—Insurance Policy.—Insured in a beneficiary association declared that he would not continue to keep his assessment, but would assign the policy to any one who would do so, and gave his son a passbook in which to receipt payments of the assessments, but retained the policy. Held, that the delivery of the passbook was not a delivery sufficient to consummate a gift of the policy to his son.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 24, Gifts, § 51.]

2. Insurance—Mutual Benefit Insurance—Actions—Evidence.—In an action by one legatee of a person insured under a mutual benefit insurance policy against the other legatees to recover the whole amount of the policy, evidence held not to show an assignment of the policy to plaintiff.

SCHAUBUCH v. DILLEMUTH.

March 12, 1908.

[60 S. E. 745.]

1. Adverse Possession—Hostile Character of Possession—Possession by Grantor.—A grantor continuing in possession after the execution and delivery of a deed conveying the premises is not in possession as owner, but as tenant of the grantee, and a clear, positive, and continued disclaimer of such relation and the assertion of an adverse right brought home to the knowledge of the grantee are indispensable to render the possession adverse in character.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 1, Adverse Possession, §§ 337-338.]

2. Same.—A person possessing land of another through a mistake as to the boundaries of his own land, with no intent to claim as his own that which does not belong to him, but only intending to claim to the true line wherever it may be, does not hold adversely; the intention to hold adversely being an indispensable element of adverse possession.

[Ed. Note.—For cases in point, see Cent. Dig., vol. 1, Adverse Possession, §§ 365-370.]

3. Writ of Error—Harmless Error—Erroneous Admission of Evidence.—Where, in ejectment by one claiming title through a con-